

Section 2.11. Restrictive Covenants, Zoning, etc. Without the prior written consent of the Beneficiary, the Grantor will not initiate, join in, or consent to any change in, any restrictive covenant, easement, zoning ordinance, or other public or private restrictions, limiting or defining the uses which may be made of the Property or any part thereof. The Grantor will promptly perform and observe, or cause to be performed and observed, all of the terms, covenants and conditions of all instruments of record affecting the Property, non-compliance with which may affect the security of this Deed of Trust, or which may impose any duty or obligation upon the Grantor or any lessee or other occupant of the Property, or any part thereof, and the Grantor shall do or cause to be done all things necessary to preserve intact and unimpaired any and all easements, appurtenances and other interests and rights in favor of, or constituting any portion of, the Property.

Section 2.12. Management. The Grantor at all times shall provide competent and responsible management and operation of the Property. Any management contract or contracts involving the Property, or any part thereof, must be approved in writing by the Beneficiary prior to the execution of the same, which approval shall not be unreasonably withheld.

Section 2.13. Books and Records. (a) The Grantor will keep and maintain full and accurate records and books administered in accordance with generally accepted accounting principles, consistently applied, showing in detail the earnings and expenses of the Property and the operation thereof, and shall permit the Beneficiary or any person or persons authorized by the Beneficiary to inspect and examine such records and books and all supporting vouchers and data and to make copies and extracts therefrom or thereof at all reasonable times and as often as may be reasonably requested by the Beneficiary at the offices of the Grantor, or at the office of such other person or entity keeping and maintaining such books and records, or at some other location as may be mutually agreed upon.

(b) The Grantor will furnish to the Beneficiary, within 90 days after the end of each of the Grantor's fiscal years, (i) financial statements of the Grantor prepared and certified by a certified public accountant in accordance with generally accepted accounting principles, consistently applied, including a balance sheet and income and expense statement in reasonable detail and stating in comparative form the figures as at the end of and for the previous fiscal year, and (ii) a separate balance sheet and income and expense statement pertaining to the Improvements. The Grantor shall provide, upon the Beneficiary's request, convenient facilities for the audit and verification of any such statements.

Section 2.14. Condemnation. The Beneficiary is hereby authorized, at its option, to commence, appear in and prosecute, in its own or the Grantor's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. The Beneficiary shall not settle or compromise any claim in connection with any damage or taking through condemnation without the prior written consent of the Grantor, which consent shall not be unreasonably withheld. No settlement for the damages sustained thereby shall be made by the Grantor without the Beneficiary's prior written approval thereof. Notwithstanding any taking by eminent domain, alteration of the grade of any street or other injury to or decrease in value of the Property by any public or quasi-public authority or corporation, the Grantor will continue to pay the Indebtedness as and when the